



IN THE DISTRICT COURT IN AND FOR **PUSHMATAHA COUNTY**
STATE OF OKLAHOMA

IN THE DISTRICT COURT
Pushmataha County, Okla
FILED

OCT 27 2014

TINA FREEMAN, Court Clerk
By _____ Deput

DEWEY W. GEARY and THERESA L. GEARY,

Plaintiffs,

vs.

STATE FARM FIRE AND CASUALTY
COMPANY, a Foreign Corporation,

Defendant.

Case Number: CJ-2014-33

JUDGE: Wallace

PETITION

COME NOW the Plaintiffs, Dewey W. Geary and Theresa L. Geary, and for their causes of actions against the Defendant, State Farm Fire and Casualty Company, allege and state as follows:

I. Parties, Jurisdiction and Venue

1. The Plaintiffs are residents of Pushmataha County, where the causes of action arose. The Defendant is a foreign insurance corporation, doing business in Pushmataha County, Oklahoma, where the applicable Insurance Policy was issued. This Court, therefore, has jurisdiction over the subject matter and Parties. Venue is also appropriate.

II. Breach of Contract

2. On May 19, 2014, Plaintiffs were insured by the Defendant, pursuant to Policy No. 36-C6-9214-8, which provided insurance coverage for potential losses, including, but not limited to theft. Plaintiffs suffered such a loss. Plaintiffs,



therefore, made a claim for benefits, pursuant to the applicable Insurance Policy, which the Defendant summarily denied. Defendant's denial was a breach of the Insurance Contract, and the Plaintiffs have suffered damages as a direct result of this breach, for which they seek damages, including pre-judgment interest, attorney's fees and costs.

III. Bad Faith

3. The Defendant had a duty to deal in good faith with its insureds. The Defendant violated its duties of good faith and fair dealing by unreasonably, and in bad faith, refusing to pay the Plaintiffs any amount for their valid claim under the Insurance Policy, when they were required to do so. The Defendant's refusal to pay the claim was unreasonable under the circumstances, because it did not perform a proper investigation, it did not evaluate the results of the investigation properly, and it had no valid reason or basis for the refusal. The Defendant did not deal fairly and in good faith with the Plaintiffs, and the violation of its duties of good faith and fair dealing were the direct cause of injuries and damages that were suffered by the Plaintiffs, including, but not limited to, financial losses, embarrassment, loss of reputation, mental and physical pain, suffering and medical expenses, all for which the Plaintiffs seek actual damages in excess of \$75,000, pre-judgment interest, attorney fees and costs.

IV. Exemplary and Punitive Damages

4. The conduct of the Defendant was malicious, willful, wanton, reckless and in total disregard of the Plaintiffs' rights. Furthermore, the Defendant was either aware, or did not care, that there was a substantial or unnecessary risk that its conduct would cause serious damages or harm to the Plaintiffs. **WHEREFORE**, Plaintiffs seek punitive and exemplary damages against the Defendant, in an amount to be determined by a jury.

V. Request For Relief

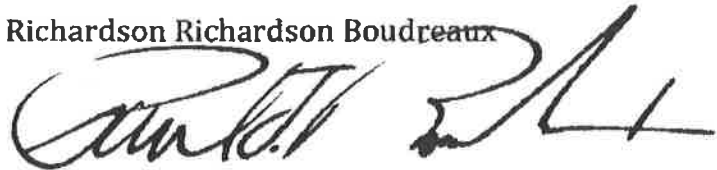
Plaintiffs request a judgment for actual damages, in excess of \$75,000, exclusive of interest and costs, punitive and exemplary damages, pre-judgment interest, attorney fees and costs.

ATTORNEY LIEN CLAIMED

JURY TRIAL DEMANDED

Respectfully submitted,

Richardson Richardson Boudreaux

A handwritten signature in black ink, appearing to read 'Paul T. Boudreaux', is written over a horizontal line.

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